

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Case No. 2015-001950

RECEIVED
NOV 06 2015
SC Court of Appeals

Terry Lamar Whitfield and Cheryl Lynn Whitfield,
Individually and as Personal Representatives of the
Estate of Robert Lamar Whitfield, deceased,Respondents,
v.
North Pointe Assisted Living, CSL North Pointe SC
LLC, Capital Senior Living Corporation,.....Appellants.

**CONSENT MOTION FOR EXTENSION OF TIME
REGARDING THE PREPARATION AND PAYMENT FOR THE TRANSCRIPT OF
THE BELOW PROCEEDING UNTIL AFTER MEDIATION**

Pursuant to S.C. R. App. P. 263(b) and 207, North Pointe Assisted Living,¹ CSL North Pointe SC LLC, and Capital Senior Living Corporation (collectively, “Appellants”), with the consent of Respondents Terry Lamar Whitfield and Cheryl Lynn Whitfield, Individually and as Personal Representatives of the Estate of Robert Lamar Whitfield, deceased (“Respondents”), respectfully move the Court for a brief extension of time that would delay the preparation and payment for the transcript of the circuit court hearing in question until after the parties’ November 30, 2015, mediation of this case.

¹ CSL North Pointe SC LLC conducts business as North Pointe Assisted Living & Alzheimer’s Care; however, “North Pointe Assisted Living” is not a registered corporation.

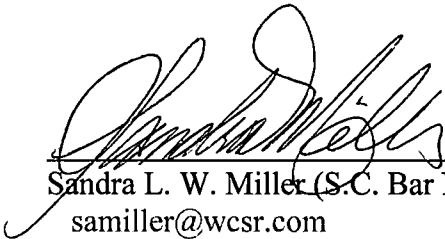
By way of brief background, on September 11, 2015, Appellants appealed the August 3, 2015, order of the Honorable R. Scott Sprouse, which denied Appellants' Motion to Dismiss and Compel Arbitration. On that same day (September 11, 2015), Appellants ordered the transcript of the motion hearing from the court reporter. **Exhibit 1** (Letter to Court Reporter). In response to the order, the court reporter informed Respondents that she would begin preparing the transcript "upon receipt of a certified check or money order." **Exhibit 2** (Letter from Court Reporter).

Shortly after Appellants filed their Notice of Appeal, the parties agreed to mediate the case on November 30, 2015. **Exhibit 3** (Confirmation of Mediation). If the parties resolve the case at the mediation, this appeal will be moot and there will be no need for the preparation of the transcript or the parties to have paid for the transcript.

WHEREFORE, Appellants, with the consent of Respondents and in furtherance of judicial economy, respectfully request that the Court grant them an extension until December 4, 2015, to pay for the preparation of the transcript of the hearing in question.

(SIGNATURE AND CONSENT BLOCK ON NEXT PAGE)

November 4, 2015
Greenville, South Carolina



Sandra L. W. Miller (S.C. Bar No. 15122)

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Catherine F. Wrenn (S.C. Bar No. 76042)

cwrenn@wcsr.com

Womble Carlyle Sandridge & Rice, LLP

550 South Main Street, Suite 400

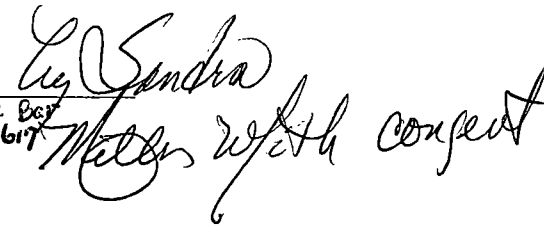
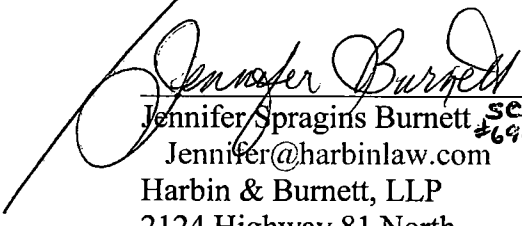
Greenville, South Carolina 29601

Telephone: (864) 255-5400

Fax: (864) 239-5864

Attorneys for Appellants

WE CONSENT:



SC Bar #69617

Jennifer Spragins Burnett

Jennifer@harbinlaw.com

Harbin & Burnett, LLP

2124 Highway 81 North

Anderson, South Carolina 29622-2962

Telephone: (864) 964-0333

Attorney for Respondents

WOMBLE
CARLYLE
SANDRIDGE
& RICE
A LIMITED LIABILITY
PARTNERSHIP

550 South Main Street
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September 11, 2015

RECEIVED
OCT 13 2015
SC Court of Appeals

Ms. Renee H. Tollison
P.O. Box 4321
Anderson, SC 29622

Re: *Terry Lamar Whitfield and Cheryl Lynn Whitfield, individually and as Personal Representatives of the Estate of Robert Lamar Whitfield, deceased v. North Pointe Assisted Living, CSL North Pointe SC LLC, Capital Senior Living Corporation*
C.A. Nos. 2015-CP-04-00100 & 2015-CP-04-00101

Dear Ms. Tollison:

A motions hearing was held on July 28, 2015, in the above-captioned cases before the Honorable R. Scott Sprouse, Circuit Court Judge, in Anderson County. Pursuant to S.C. Appellate Court Rule 207, please provide me with a complete transcript of the proceedings.

Thank you for your assistance.

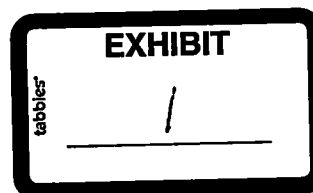
Sincerely,

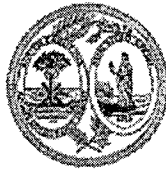
WOMBLE CARLYLE SANDRIDGE & RICE
A Limited Liability Partnership


Sandra L. W. Miller

SLWM:yf

cc: Jennifer Spragins Burnett, Esq.





State of South Carolina
The Circuit Court of the Tenth Judicial Circuit

Renee Tollison, CVR
Circuit Court Reporter
Certified Verbatim Reporter

September 30, 2015

PO Box 4321
Anderson, SC 29622
rtollison@secourts.org

Sandra L. W. Miller, Esquire
Womble Carlyle, Sandridge & Rice
PO Box 10208
Greenville, South Carolina 29603

RE: Terry Lamar Whitfield v. North Pointe Assisted Living

Dear Ms. Miller:

I am in receipt of your letter requesting the above-referenced transcript. I have reviewed my records and estimate that your transcript for the hearing before the Honorable R. Scott Sprouse on July 28, 2015, will be 20 pages. Based on the current rate of \$3.25 per page, the cost will be \$65.00 plus \$5.75 for postage.

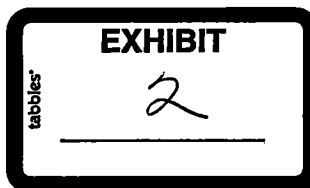
Under our rules, I have 60 days in which to complete a transcript. Upon receipt of a certified check or money order (no personal checks, please) for \$70.75, the 60 days begin. If I have underestimated the number of pages, you will be notified prior to delivery of the transcript of the balance due. If I have overestimated the number of pages, you will be refunded the overpayment.

The length of time it takes to prepare a transcript depends on my current typing load and number of days in court. In the event I need an extension of time to complete the transcript, I will request an extension from Court Administration. You will be notified if the extension is granted. If you need to have the transcript expedited, please add \$15 for 10-day production or \$30 for overnight production. If overnight mailing is requested, please add \$18.50. In certain circumstances, I cannot expedite a transcript. Should that be the case, I will refund any monies overpaid.

Sincerely,

Renee H. Tollison
Circuit Court Reporter

cc: SC Court Administration
Jennifer Burnett, Esquire



LAW OFFICES
ROBERT M. ERWIN, JR.
305 Main Street
Greenwood, South Carolina 29646
Telephone (864) 229-5010
Toll Free Telephone (800) 880-5010
FACSIMILE (864) 229-2665

October 22, 2015

Jennifer Burnett
Standeffler & Harbin
P.O. Box 35
Anderson, SC 29622

Sandra L. Miller
Womble Carlyle Sandridge & Rice
P.O. Box 10208
Greenville, SC 29603

Re: Whitfield vs. North Pointe Assisted Living, et al

Dear Counsel:

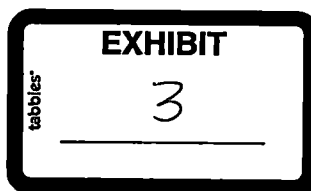
I am pleased that you and the parties that you represent have selected me to serve as mediator in the above matter. I look forward to working with each of you and I assure you that I will work diligently to assist you in reaching a fair, equitable and mutually beneficial resolution of this matter. In this case, my mediator fee is Three Hundred Seventy Five (\$375.00) Dollars per hour and my minimum charge is Three (3) hours. I will bill one-half of the regular fee for travel time, and actual expenses will be billed at cost.

The mediation has been set for Monday, November 30, 2015 at 10:00 a.m. at the offices of Womble Carlyle, Greenville, South Carolina.

The mediation session will be attended by representatives of the parties with full settlement authority. Within ten (10) days of date of this letter, you will provide me with the names, parties/representatives who will be attending the mediation on behalf of your client, indicating their title/position/role and confirming that they have full authority to settle this matter. If we are to bring about resolution, it is my judgment that it is usually not sufficient merely for the decision maker to be available by telephone or to have given limited settlement authority to the attorney. If the matter is worth mediating, it is worth having the right parties at the table to bring about resolution.

Not later than ten (10) days prior to the mediation, I would appreciate your providing me with a list of the issues, as you see them, which need to be resolved during the mediation and a brief memo setting forth your position on each of these issues. Unless mutually agreed upon between the parties, such memorandum will be submitted on a confidential basis.

If any of you think it would be helpful for me to consult collectively or individually with each of you by telephone in advance of the mediation regarding the mediation process, the ground rules by which we will conduct the mediation, the issues to be mediated, and your respective positions thereon and anything else that may be on your mind as to this mediation, please contact me and I will set up the



call.

I have recently received an inordinate number of cancellations and/or requests for rescheduling without legitimate reason. I am, therefore, adopting the following rescheduling policy:

no charge if rescheduled up to fourteen (14) days before the date of the mediation session; two hundred fifty (\$250.00) Dollar rescheduling fee if rescheduled within fourteen (14) days of the session; fee will be paid by the party requesting the rescheduling; I have also adopted the following cancellation policy: no fee due if cancellation occurs twenty-one (21) days before the scheduled mediation session, unless mediator time has been incurred which will be billed as herein provided, minimum fee excluded; if canceled within ten (10) days of the mediation, unless the case is settled or events beyond the control of the parties require the cancellation, a cancellation fee amounting to the minimum charge provided herein will be imposed; no charge will be made if I can fill the date with another mediation; cancellation fee will be charged pro-rata to all parties; If you do not feel you should be responsible for the cancellation fee, the burden of payment of this cancellation fee will be placed on the other parties to collect the cancellation fee.

Kindly return within ten (10) days from the date of this letter a signed copy of this letter indicating your agreement to abide by the terms and conditions provided herein along with the names of the counsel and parties who will be attending the mediation on behalf of your client. If the signed copy of this letter is not returned within ten (10) days, I will assume that you understand and have agreed to the terms and conditions provided herein.

Once again, my thanks for permitting me to serve as your mediator in this matter. Please give me a call if you should have any questions about the terms and conditions of this letter or the process.

With kindest regards, I am

Very truly yours,



Robert M. Erwin, Jr.

RME/mjr
Enclosures

Above Terms Agreed to By:



Dated:

10/26/15

Dated:

THE STATE OF SOUTH CAROLINA
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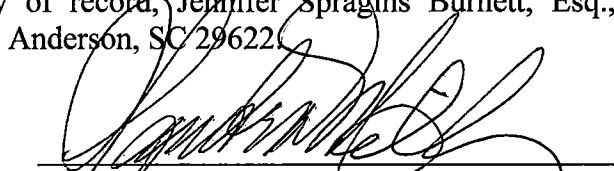
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North Pointe Assisted Living, CSL North Pointe SC
LLC, Capital Senior Living Corporation,Appellants.

PROOF OF SERVICE

I certify that I have served the Consent Motion for Extension of Time Regarding the Preparation and Payment for the Transcript of the Below Proceeding Until After Mediation on Respondents by depositing a copy of it in the United States Mail, postage prepaid, on November 4, 2015, addressed to their attorney of record, Jennifer Spragins Burnett, Esq., Harbin & Burnett, LLP, 2124 Highway 81 North, Anderson, SC 29622.

November 4, 2015


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Attorney for Appellants